## TITLE 1400

### FRANCHISES

<table>
<thead>
<tr>
<th>Subject</th>
<th>Chapter</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gas Franchise</td>
<td>1401</td>
</tr>
<tr>
<td>Electric Franchise</td>
<td>1402</td>
</tr>
</tbody>
</table>
CHAPTER 1401

GAS FRANCHISE

SECTION:

1401.01: Gas Franchise Provisions

1401.01: GAS FRANCHISE PROVISIONS: Granting Northern States Power Company, a Minnesota corporation, its successors and assigns, permission to construct, operate, repair and maintain in the City of Mounds View, Minnesota, a system of mains, pipelines and other facilities for the manufacture, distribution, and sale of gas, subject to certain terms and conditions.

Subd. 1. Definitions:

a. In this ordinance “City”, or “City Council” and “City Clerk” mean, respectively, the City of Mounds View, the Council of the City of Mounds View and the Clerk of the City of Mounds View.

If at any time the powers of the City, the City Council, or the City Clerk shall be transferred to any other authority, board, office or officers, then such authority, board, officer or officers, shall have the right, powers, and duties herein given to the City, the City Council, and the City Clerk, respectively.


c. “Streets and public places” shall mean the streets, avenues, alleys, parkways, roads, square, parks, bridges, viaducts, utility easements and public places in the City.

d. “Notice” means a writing served by any party or parties on any party or parties. In the case of the Company, notice shall be mailed to an officer thereof at 414 Nicollet Mall, Minneapolis, Minnesota. In the case of the City of Mounds View, notice shall be mailed to the City Clerk.

e. “Gas” as used herein shall be held to include manufactured gas, natural gas, reformed natural gas, a mixture of natural gas and manufactured gas, or other form of gaseous energy.
Subd. 2. Grant of Franchise: The City hereby grants the Company, for a period extending to May 1, 1998, the right to import, transport, sell and distribute gas for heating, illuminating and other purposes within the limits of the City as boundaries thereof now exist or as they may be extended or revised in the future. For those purposes the Company may establish the necessary facilities and equipment and may maintain storage and peak shaving plants, gas mains, service pipes and any other necessary appurtenances in and along the streets and public places of the City. The Company may also do all reasonable things necessary or customary to accomplish those purposes, subject, however, to the further provisions of this franchise. The Company may further manufacture and store gas within the City for the purposes set forth above, provided that before the Company constructs any new structure or converts any existing structure for the manufacture or storage of gas, the Company shall first obtain the approval for the structure and the location thereof from the City. Such approval by the City shall not be unreasonably withheld.
Subd. 3. Service, Rates:

a. The Company shall provide reasonably efficient, adequate and nondiscriminatory service to all members of the public within the City applying for such service in accordance with the rules and regulations of the Company and the Minnesota Public Service Commission.

b. Rates to be charged by the Company for gas service in the City shall be subject to the jurisdiction of the Minnesota Public Service Commission.

c. Unless otherwise provided by the Company’s rates and/or rules and regulations filed, from time to time with the Minnesota Public Service Commission, gas service provided by the Company to its customers in the City shall not be interrupted or disturbed except under the following circumstances:

   (1) When it is necessary to interrupt service to perform maintenance to the system in accordance with the Company’s rates and/or rules and regulations filed with the Public Service Commission.

   (2) During such times as the pipeline supplier is unable to furnish adequate supplies of gas, provided, however, the Company has taken all reasonable steps to secure a supplemental supply of gas for residential customers.

   (3) In the event of bona fide emergencies when it is necessary to curtail gas service to maintain the best possible service to priority loads or to maintain the necessary pressure on the Company’s system.

   (4) When ordered to do so by a public regulatory body, having jurisdiction to issue such an order.

   (5) Because of acts of God.

   (6) Because of unforeseeable conditions beyond the control of the Company.

   (7) For any other reason or reasons provided for in the rates, rules and regulations of the Company filed with the Minnesota Public Service Commission.

d. The Company shall serve a copy of any proposed changes to its rules and regulations on file with the Minnesota Public Service Commission pertaining to curtailment, interruption or disturbance of service, for reasons other than the failure to pay for service, with the City at least ten (10) days prior to said changes becoming effective.
Subd. 4. Nonexclusive Franchise: This is not an exclusive franchise.

Subd. 5. Laying Mains: The Company agrees to lay such of its mains and pipes as come within its requirements for service as soon as reasonably possible to do so. The Company will give reasonable written notice to the City Engineer of plans to lay mains in any part of the City. The laying of such mains shall be in accord with established City planning and engineering.

Subd. 6. Street Opening:

a. The Company shall not open or disturb any street or public place for any purpose without first having obtained permission to do so from the proper City officials. The mains, services and other property places in the streets and public places pursuant to such permission shall be located, if possible, in the streets or portion of the streets and public places as shall be approved by the City. The Company shall, upon completion of any work requiring the opening of any street or public place, or during construction if ordered by the City, restore the same, including the paving and its foundations, to as good condition as formerly and shall maintain the same for two (2) years thereafter in good condition. Said work shall be performed with due diligence and if the Company shall fail promptly to perform and complete the work, to remove all dirt and rubbish and to put the street or public place in good condition, the City shall have the right to put the street or public place in good condition at the expense of the Company; and the Company shall, upon demand, pay to the City the cost of such work done for or performed by the City. Notwithstanding the foregoing provisions of this section, the Company may open and disturb the surface of any surface of any street without permission where an emergency exists requiring the immediate repair of a gas main or gas service. The Company in such event will report such action not later than the second working day thereafter and in such form as required by the City.

b. No street opening may be made unless adequate traffic control measures are provided.
Subd. 7. Relocating:

a. Whenever the City shall grade, regrade or change the line of any street or public place or construct or reconstruct any public utility system therein and shall, in the proper exercise of its police power, and with due regard to seasonable working conditions, when necessary order the Company to relocate its facilities at its own expense. The City shall give the Company reasonable notice of plans to grade, regrade or change the line of any street or public place or to construct or reconstruct any public utility system therein.

b. The Company shall be required to relocate its facilities at its own expense where grade changes are made by the City for improved drainage or improved traffic conditions, provided, however, if a subsequent relocation or relocations shall be ordered because of a grade change within ten (10) years from and after the first relocation, the City shall reimburse the Company for such nonbetterment relocation expense which the Company may incur on a time and material basis. If subsequent relocations are required because of the extension of public utilities to previously unserved areas, the Company may be required to relocate at its own expense at any time.

c. Any relocation, removal, or arrangement of any Company facilities made necessary because of the extension into or through the City of a federally aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46 as supplemented or amended; and further it is expressly understood that the right herein granted to the Company is a valuable property right and the City shall not order the Company to remove or relocate its facilities without compensation when a street or public way is vacated, improved or realigned because of a renewal or a redevelopment plan which is financially subsidized in all or in part by the federal government or any agency thereof, unless the reasonable non-betterment costs of such relocation and the loss and expense resulting therefrom are first paid to the Company.

d. Nothing contained herein shall relieve any person, persons or corporations from liability arising out of the failure to exercise reasonable care to avoid injuring the Company’s facilities while performing any work connected with grading, regrading or changing the line of any street or public place or with the construction or reconstruction of any public utility system.

e. Where the City orders the Company to relocate any of its facilities, the Company shall proceed with such relocation. If such relocation is done without an agreement first being made as to who shall pay for the relocation cost, such relocation of the facilities by the Company shall not be construed as a waiver of its right to be reimbursed for the relocation cost. If the Company claims that it should be reimbursed for such relocation costs, it shall notify the City within ten (10) days after receipt of such order.
Subd. 8. Notice to Company of Street Improvements:

a. The City shall give the Company reasonable written notice of plans for street improvements where paving or resurfacing of a permanent nature is involved, which notice shall contain the nature and character of the improvements, the streets upon which the improvements are to be made, the extent of the improvements and the time when the City anticipates that it or its contractor is going to start the work and, if more than one street is involved, the order in which this work is to proceed. Paving or resurfacing of a permanent nature refers only to Portland Cement concrete or high type bituminous.

b. The notice shall be given to the Company a sufficient length of time, considering seasonable working conditions, in advance of the actual commencement of the work to permit the Company to make any additions, alterations or repairs to its facilities deemed necessary by it and the Company assumes full responsibility for liability associated with its maintenance and repair activities.

c. In cases where streets are at final width and grade, the City has installed underground public utility mains and service connections to the property line abutting the streets prior to a permanent paving or resurfacing of such streets, and the Company’s main is located under such paved surface of the street, the Company shall be required to install gas service connections and reasonable main extensions prior to such paving or resurfacing, whenever it can reasonably be expected that gas service will be required during the five years following the paving or resurfacing.

d. Once notice has been given by the City to the Company in accord with this subdivision, the City may modify its plans. The Company shall make reasonable inquiry to ascertain the status of previously announced City plans.

Subd. 9. Location of Facilities:

a. All mains, services, governors and other property and facilities shall be so located, constructed, installed and maintained as not to endanger or unnecessarily interfere with the usual and customary trade, traffic, travel upon and use of the streets and public places of the City. The Company shall keep and maintain all of its property in good conditions, order and repair so that the same shall not menace or endanger the life or property of any person.

b. The Company shall provide field locations for all its underground facilities when requested within a reasonable period of time. The period of time will be considered reasonable if it compares favorably with the average time required by the cities in Ramsey County to locate municipal underground facilities for the Company.
Subd. 10. Indemnification: The Company shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair or operation of the Company’s facilities located in, on, over, under or across the streets and public places of the City, unless such injury or damage grows out of the negligence of the City, its employees, or agents, or results from the performance in a proper manner of acts reasonably deemed hazardous by the Company, but such performance is nevertheless ordered or directed by the City after notice of the Company’s determination. In the event the suit shall be brought against the City under circumstances where the above agreement to indemnity applies, the Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to the Company within a period wherein the Company is not prejudiced by lack of such notices. If such notice is not reasonably given as hereinbefore provided, the Company shall have no duty to indemnify nor defend. If the Company is required to indemnify and defend, it will thereafter have complete control of such litigation, but the Company may not settle such litigation without the consent of the City, which consent shall not be reasonably withheld.

Subd. 11. Franchise Fee: It is agreed by the City and Company that the City may at any time during the term hereof impose on the Company, as full compensation for the rights hereby granted, a franchise fee of not more than four percent (4%) of the Company’s gross operating revenues, as hereinafter defined, such fee to be payable not later than April 1 of each year and to be based upon the gross operating revenues of the Company for the preceding calendar year or the part thereof after such fee becomes effective. Such fee shall be imposed by ordinance duly adopted by a four-fifth’s (4/5) vote of the entire Council, after a public hearing, pursuant to notice published in the official newspaper, providing for at least ten (10) days’ notice prior to the hearing, and shall not become effective until at least sixty (60) days after written notice thereof has been served upon the Company by registered mail. The percent fee may be changed by the Council by ordinance from time to time, however, each change shall meet the above notice, hearing, and voting requirements and the percentage imposed must remain firm for at least one year, and the total fee shall not exceed four percent (4%). Such ordinance shall not prevent the Company from adjusting its charges in such manner as it deems appropriate for the purpose or reimbursing the Company for the payments to be made to the City, and the Company may indicate on its bills the customer’s portion of said fees. Such fee shall not exceed any amount which the Company may legally recover prior to the payment to the City by imposing a surcharge equivalent to such fee in its rates for gas service to customers within the City. The term “gross operating revenues” means all sums, excluding said surcharge, received by the Company from the sale of gas within the corporate limits of the City. The foregoing time and manner of collecting said surcharge is subject to the approval of the Minnesota Public Service Commission which the Company agrees to use its best efforts to obtain.

City of Mounds View
Subd. 12. Change in Form of Government: Any change in the form of government of the City of Mounds View authorized by the State of Minnesota shall not affect the validity of this franchise. Any municipal corporation succeeding the City shall, without the consent of the Company, succeed to all the rights and obligations of the City provided in this franchise.

Subd. 13. Vacation of Public Ways: Except where required solely for a City improvement project, the vacation of any street, alley, public way or public ground, after the installation of a gas facility, shall not operate to deprive the Company of its rights to operate and maintain such gas facility, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to the Company.

Subd. 14. Written Acceptance: The Company shall, if it accepts this ordinance and the rights and obligations hereby granted, file a written acceptance of the rights hereby granted with the City Clerk within ninety (90) days after the passage of this ordinance.

Subd. 15. Encumbrances: No encumbrance upon the property of the Company shall extend to the franchise right granted by this ordinance other than a lien encumbering all property of the Company.

Subd. 16. Severability: Every section, provision, or party of this ordinance is declared separate from every other section, provision or part; and if any section, provision or part shall be held invalid, it shall not affect any other section, provision or part.

Subd. 17. Publication Expense: The expense of publication of this franchises or ordinance shall be paid by the Company.

Subd. 18. Effective Date: This ordinance shall take full force and effect from and after its passage and publication. (1988 Code §75.01)
CHAPTER 1402

ELECTRIC FRANCHISE

SECTION:

1402.01: Electric Franchise Provisions

1402.01: ELECTRIC FRANCHISE PROVISIONS: Granting to Northern States Power Company, a Minnesota corporation, its successors and assigns, permission to construct, operate, repair and maintain in the City of Mounds View, Minnesota, an electric distribution system and transmission lines, including necessary poles, pole lines, and fixtures and appurtenances: for the furnishing of electric energy to the City and its inhabitants, and others, and to use the streets, alleys, public ways and public grounds of said City for such purposes.

Subd. 1. Definitions:

a. In this ordinance “City”, “City Council” and “City Clerk” mean, respectively, the City of Mounds View, the Council of the City of Mounds View and the Clerk of the City of Mounds View.

If at any time the powers of the City, the City Council, or the City Clerk shall be transferred to any other authority, board, officer or officers, then such authority, board, officer or officers, shall have the rights, powers, and duties herein given to the City, the City Council and the City Clerk, respectively.


c. “Streets and public places” shall mean the streets, avenues, alleys, parkways, roads, squares, parks, bridges, viaducts, utility easements and public places in the City.

d. “Notice” means a writing served by any party or parties on any party or parties. In the case of the Company, notice shall be mailed to an officer thereof at 414 Nicollet Mall, Minneapolis, Minnesota. In the case of the City of Mounds View notice shall be mailed to the City Clerk.
Subd. 2. Grant of Franchise: The City hereby grants the Company, for a period extending to May 1, 1998 the right to transmit and furnish electric energy for light, heat, power and other purposes within and through the limits of the City as the boundaries thereof now exist or as they may be extended or revised in the future. For those purposes, the Company may construct, operate, repair and maintain an electric distribution system including electric transmission lines, poles, pole lines and fixtures and any other necessary appurtenances in and along the streets and public places in the City. The Company may also do all reasonable things necessary or customary to accomplish those purposes, subject, however, to the future provisions of this franchise.

Subd. 3. Restrictions:

a. Such electric distribution system, transmission lines and other appurtenances thereto shall be located and constructed so as not to interfere with the safe and convenient use of said streets. The Company’s construction, operation, repair, maintenance and location of the system and appurtenances thereto shall be subject to such reasonable regulations as may be imposed by the City pursuant to charter, ordinance or statute.

b. Before the Company constructs any new installations or makes any improvements to the system covering an area in excess of six hundred (600) lineal feet, it will provide the City with a copy of the plans, specifications and proposed location of such construction or improvements at least forty five (45) days prior to the commencement of work; provided, the foregong shall not require the Company to delay providing electric service to a customer. Where the construction or improvements deal with transmission lines in excess of thirty five (35) kilovolts, the Company will solicit the City’s advice in planning the location and design of such transmission lines.

Subd. 4. Tree Trimming: Company is also granted the permission and authority to trim all trees and shrubs in the streets and public places of the City interfering with the proper construction, operation, repair, and maintenance of any poles, pole lines, and fixtures or appurtenances, installed in pursuance of the authority hereby granted, provided that Company shall save City harmless from any liability in the premises.
Subd. 5. Service, Rates:

a. The Company shall provide reasonably efficient, adequate and nondiscriminatory service to all members of the public within the City applying for such service in accordance with the rules and regulations of the Company and the Minnesota Public Utilities Commission.

b. Rates to be charged by the Company for electric service in the City shall be subject to the jurisdiction of the Minnesota Public Utilities Commission.

c. Whenever the Company shall file rules and regulations with the Minnesota Public Utilities Commission, the Company shall serve a copy of any proposed changes to the rules and regulations pertaining to curtailment, interruption or disturbance of service for reasons other than the failure to pay for service, with the City at least ten (10) days prior to said changes becoming effective. A copy of any plan for the curtailment or interruption of service shall be provided by the Company upon written request of the City.

Subd. 6. Nonexclusive Franchise: This is not an exclusive franchise.

Subd. 7. Street Opening:

a. The Company shall not open or disturb any street or public place for any purpose without first having obtained permission to do so from the proper City officials. The lines, services and other property placed in the streets and public places pursuant to such permission shall be located, if possible, in the streets or portion of the streets and public places as shall be approved by the City. The Company shall, upon completion of any work requiring the opening of any street or public place, or during construction if ordered by the City, restore the same, including the paving and its foundations, to as good condition as formerly and shall maintain the same for two (2) years thereafter in good condition. Said work shall be performed with due diligence and if the Company shall fail promptly to perform and complete the work, to remove all dirt and rubbish and to put the street or public place in good condition at the expense of the Company; and the Company shall, upon demand, pay to the City the cost of such work done for or performed by the City. Notwithstanding the foregoing provisions of this section, the Company may open and disturb the surface of any street without permission where an emergency exists requiring the immediate repair of an electric line or electric service. The Company in such event will report such action not later than the second working day thereafter and in such form as required by the City.

b. No street opening may be made unless adequate traffic control measures are provided.
Subd. 8. Relocating:

a. Whenever the City shall grade, regrade or change the line of any street or public place or construct or reconstruct any public utility system therein and shall, in the proper exercise of its police power, and with due regard to seasonable working conditions, when necessary order the Company to relocate permanently its lines, services and other property located in said street or public place, the Company shall relocate its facilities at its own expense. The City shall give the Company, reasonable notice of plans to grade, regrade or change the line of any street or public place or to construct or reconstruct any public utility system therein.

b. The Company shall be required to relocate its facilities at its own expense where grade changes are made by the City for improved drainage or improved traffic conditions, provided, however, if a subsequent relocation or relocations shall be ordered because of a grade change within ten (10) years from and after first relocation, the City shall reimburse the Company for such non-betterment relocation expense which the Company may incur on a time and material basis. If subsequent relocations are required because of the extension of public utilities to previously unserved areas, the Company may be required to relocate at its own expense at any time.

c. Any relocation, removal, or arrangement of any Company facilities made necessary because of the extension into or through the City of a federally aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46 as supplemented or amended; and further it is expressly understood that the right herein granted to the Company is a valuable property right and the City shall not order the Company to remove or relocate its facilities without compensation when a street or public way is vacated, improved or re-aligned because of a renewal or a redevelopment plan which is financially subsidized in whole or in part by the Federal government or any agency thereof, unless the reasonable non-betterment costs of such relocations and the loss and expense resulting therefrom are first paid to the Company.

d. Nothing contained herein shall relieve any person, persons or corporations from liability arising out of the failure to exercise reasonable care to avoid injuring the Company’s facilities while performing any work connected with grading, regrading or changing the line of any street or public place or with the construction or reconstruction of any public utility system.

e. Where the City orders the Company to relocate any of its facilities, the Company shall proceed with such relocation. If such relocation is done without an agreement first being made as to who shall pay for the relocation cost, such relocation of the facilities by the Company shall not be construed as a waiver of its right to be reimbursed for the relocation cost. If the Company claims that it should be reimbursed for such relocation costs, it shall notify the City within ten (10) days after receipt of such order.
Subd. 9. Notice to Company of Street Improvements:

a. The City shall give the Company reasonable written notice of plans for street improvements where paving or resurfacing of a permanent nature is involved, which notice shall contain the nature and character of the improvements, the streets upon which the improvements are to be made, the extent of the improvements and the time when the City anticipates that it or its contractor is going to start the work and, if more than one street is involved, the order in which this work is to proceed. Paving or resurfacing of a permanent nature refers only to portland cement concrete or high type bituminous.

b. The notice shall be given to the Company a sufficient length of time, considering seasonal working conditions, in advance of the actual commencement of the work to benefit the Company to make any additions, alterations or repairs to its facilities deemed necessary by it and the Company assumes full responsibility for liability associated with its maintenance and repair activities.

c. In cases where streets are at final width and grade, the City has installed underground public utility mains and service connections to the property line abutting the streets prior to a permanent paving or resurfacing of such streets, and the Company’s electric distribution feeder line is located under such paved surface of the street, the Company shall be required to take such action as is necessary prior to such paving or resurfacing of said electric distribution feeder line, whenever it can reasonably be expected that electric service to new premises abutting such streets will be required during the five years following the paving or resurfacing.

d. Once notice has been given by the City to the Company in accord with this section, the City may modify its plans. The Company shall make reasonable inquiry to ascertain the status of previously announced City plans.

Subd. 10. Location of Facilities:

a. All lines, services, transformers and other property and facilities shall be so located, constructed, installed and maintained as not to endanger or unnecessarily interfere with the usual and customary trade, traffic, travel upon and use of the streets and public places of the City. The Company shall keep and maintain all of its property in good condition, order and repair, so that the same shall not menace or endanger the life or property of any person.

b. The Company shall provide field locations for all its underground facilities when requested within a reasonable period of time. The period of time will be considered reasonable if it compares favorably with the average time required by the cities in Ramsey County to locate municipal underground facilities for the Company.
Subd. 11. Indemnification: The Company shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair or operation of the Company’s electric facilities located in, on, over, under, or across the streets and public places of the City, unless such injury or damage grows out of the negligence of the City, its employees, or agents, or results from the performance in a proper manner of acts reasonably deemed hazardous by the Company, but such performance is nevertheless ordered or directed by the City after notice of the Company’s determination. In the event the suit shall be brought against the City under circumstances where the above agreement to indemnity applies, the Company, at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to the Company within a period wherein the Company is not prejudiced by lack of such notices. If such notice is not reasonably given as hereinbefore provided, the Company shall have no duty to indemnity nor defend. If the Company is required to indemnity and defend, it will thereafter have complete control of such litigation, but the Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld.

Subd. 12. Franchise Fee: It is agreed by the City and Company that the City may at any time during the term hereof impose on the Company, as full compensation for the rights hereby granted, a franchise fee of not more than four percent (4%) of the Company’s gross operating revenues, as hereinafter defined, such fee to be payable not later than April 1 of each year and to be based upon the gross operating revenues of the Company for the preceding calendar year or the part thereof after such fee becomes effective. Such fee shall be imposed by ordinance duly adopted by a four-fifth’s (4/5) vote of the entire Council, after a public hearing, pursuant to notice published in the official newspaper, providing for at least ten (10) days’ notice prior to the hearing, and written notice thereof has been served upon the Company by registered mail. The percent fee may be changed by the Council by ordinance from time to time, however, each change shall meet the above notice, hearing, and voting requirements add the percentage imposed must remain in for at least one year, and the total fee shall not exceed four percent (4%). Such ordinance shall not prevent the Company from adjusting its charges in such manner as it deems appropriate for the purpose of reimbursing the Company for the payments to be made to the City, and the Company may indicate on its bills the customers’ portion of said fees. Such fee shall not exceed any amount which the Company may legally recover prior to the payment to the City by imposing a surcharge equivalent to such fee in its rates for electrical service to customers within the City. The term “gross operating revenues” means all sums, excluding said surcharge, received by the Company from the sale of electricity within the corporate limits of the City. The foregoing time and manner of collecting said surcharge is subject to the approval of the Minnesota Public Service Commission which the Company agrees to use its best efforts to obtain.

City of Mounds View
Subd. 13. Change in Form of Government: Any change of the form of government of the City of Mounds View authorized by the State of Minnesota shall not affect the validity of this franchise. Any municipal corporation succeeding the City shall, without the consent of the Company, succeed to all the rights and obligations of the City provided in this franchise.

Subd. 14. Vacation of Public Ways: Except where required solely for a City improvement project, the vacation of any street, alley, public way or public ground, after the installation of electrical facilities, shall not operate to deprive the Company of its rights to operate and maintain such electrical facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to the Company.

Subd. 15. Written Acceptance: The Company shall, if it accepts this ordinance and the rights and obligations hereby granted, file a written acceptance of the rights hereby granted with the Clerk-Administrator within ninety (90) days after the passage of this ordinance.

Subd. 16. Encumbrances: No encumbrance upon the property of the Company shall extend to the franchise right granted by this ordinance other than a lien encumbering all property of the Company.

Subd. 17. Severability: Every section, provisions, or part of this ordinance is declared separate from every other section, provision or part; and if any section, provision or part shall be held invalid, it shall not affect any other section, provision or part.

Subd. 18. Publication Expense: The expense of publication of this franchise shall be paid by the Company.

Subd. 19. Effective Date: This ordinance shall take full force and effect from and after its passage and publication. (1988 Code §76.01)